



CHAMBRE
DE MÉDIATION,
DE CONCILIATION,
ET D'ARBITRAGE
D'OCCITANIE

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MED-ARB RULES

CHAMBER OF MEDIATION, CONCILIATION AND ARBITRATION OF OCCITANIA

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PREAMBLE.

The present Rules shall apply to all med-arb proceedings resulting from a judicial, contractual, or other relationship, or linked to such a relationship when parties, wanting to settle a dispute, have agreed to apply the present Rules.

The dispute shall first be submitted to mediation. If mediation fails, the dispute shall then be submitted to arbitration.

Med-arb, therefore, allows control of costs and deadlines and guarantees a settlement - either amicable or binding. It brings together discreteness, celerity, and efficiency.

ARTICLE 1. DEFINITIONS

In the Rules,

- (i) “Chamber” refers to the Chamber of Mediation, Conciliation, and Arbitration of Occitanie (CMCAO);
- (ii) “file transfer fee” refers to the sum the Chamber shall pay to the institution in charge of the mediation proceedings;
- (iii) “Med-arb Committee” refers to the collegial body responsible for implementing the med-arb proceedings - its members are the President of the Chamber, the Secretary, the Treasurer, and the Vice President in charge of the Rules;
- (iv) “party(ies)” refers to the parties to the med-arb convention;
- (v) “registration fee” refers to the sum to pay for a request for arbitration to be registered;
- (vi) “Rules” refers to the Med-arb Rules;
- (vii) “Secretariat” refers to the Chamber’s General Secretariat.

ARTICLE 2. MED-ARB CONVENTION

1. Parties shall agree to resort to med-arb pursuant to either a clause or an agreement.
2. All med-arb proceedings whose organisation of the arbitration is assigned to the Chamber imply acceptance of the parties to these Rules as well as to the Chamber's Rules of Arbitration.

ARTICLE 3. REFERRAL TO THE CHAMBER

1. The dispute shall first be submitted to mediation through a mediation institution.
2. If the mediation fails - partially or thoroughly - the dispute shall be submitted to arbitration under the aegis of the Chamber.
3. Parties shall then submit a joint request to the Secretariat. The request shall contain the elements available in Appendix 2.
4. For the request to be registered, parties shall pay the registration fees amounting to five hundred euros (500 euros).

ARTICLE 4. ARBITRATION PROCEEDINGS AND REFERRALS

1. The arbitration proceedings shall be conducted in accordance with the Chamber's Arbitration Rules.

2. All provisions of the Arbitration Rules shall apply *mutatis mutandis*.

ARTICLE 5. FILE TRANSFER FEES

1. When the mediation took place in a mediation institution, the Chamber shall pay the file transfer fees to the institution, upon receipt of the arbitration request.
2. File transfer fees shall amount to two hundred and fifty euros (250 euros).
3. When the mediation took place within the Chamber, no file transfer fees shall be paid.

ARTICLE 6. TIME LIMITS

1. Upon notice of the failure of mediation, the parties shall have a month to refer to the Chamber.

ARTICLE 7. INTERPRETATION OF THE RULES

1. The Med-arb Committee has exclusive jurisdiction to interpret these Rules.
2. In the event of contradictions between the different language versions of these Rules, the French version shall prevail over the translated versions.

APPENDIX 1. MED-ARB CLAUSE

It is recommended that parties wishing to make reference to the Chamber's mediation in their contracts use the standard clause below:

- 1. All disputes arising out of or in connection with the present contract, in particular, any question relating to its existence, negotiation, validity or termination of this contract, shall be finally settled through mediation, under the Rules of mediation of the [indicate institution in charge of mediation] in its [date of Rules] version.*
- 2. If the dispute hasn't been settled through mediation [in the time limit of ___ days upon receipt of mediation request] / [upon the time limit set by the parties], the dispute shall be settled through arbitration, under the Rules of Arbitration of the Chamber of Mediation, Conciliation, and Arbitration of Occitanie (CMCAO) in its [date of Rules] version.*
- 3. The number of arbitrators shall be [indicate number].*
- 4. The legal place of arbitration shall be at the Secretariat of the Chamber, at 10 Boulevard d'Arcole – 31000 TOULOUSE.*
- 5. The language to be used in the arbitration proceedings shall be [...].*
- 6. The award shall be rendered at law and the governing law of the contract shall be the substantive law of [...].*

Parties are free to adapt the clause according to the dispute's circumstances.